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9-11-1983

Great Atlantic and Pacific Tea Company - Baltimore Division and United Food and Commercial Workers, AFL-CIO, Local 27 (1983)

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Great Atlantic and Pacific Tea Company - Baltimore Division and United Food and Commercial Workers, AFL-CIO, Local 27 (1983)

Location

Baltimore, MD

Effective Date

9-11-1983

Expiration Date

9-13-1986

Number of Workers

1700

Employer

Great Atlantic and Pacific Tea Company - Baltimore Division

Union

United Food and Commercial Workers

Union Local

27

NAICS

44

Sector

P

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Comments

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UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 27, AFL-CIO

and

THE GREAT ATLANTIC AND PACIFIC TEA COMPANY

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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 19____, between THE GREAT ATLANTIC AND PACIFIC TEA COMPANY—BALTIMORE DIVISION (hereinafter referred to as "Employer") and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 27, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, CLC (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, Baltimore FOOD EMPLOYER LABOR RELATIONS ASSOCIATION (FELRA) is an employer association of food chains in and about the Baltimore, Maryland area; and

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age or sex; and

WHEREAS, the use of personal pronouns of the male gender is for grammatical purposes only and the contract shall apply equally to persons of either gender; and

WHEREAS, the parties desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto, providing for more harmonious and efficient cooperation and mutual benefit; and

WHEREAS, it is recognized that the well-being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted; and

WHEREAS, it is agreed that the Employer and the Union shall do everything in their power to enforce this Agreement, and through advice, instruction and example, strive to maintain the highest standards of work.

ARTICLE 1—MANAGEMENT AUTHORITY

1.1 The management of the business in all its phases shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

1.2 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

1.3 Should the Employer intend to substitute electronic checkout systems for existing equipment in any store, the Employer agrees to notify the Union in advance and to provide the Union a list of all employees regularly assigned to the store on the effective date of the utilization of said system.

1.4 Said employees shall not be removed from the Employer's payroll as a result of the installation of such a system. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement provided the layoff is for reasons other than the installation of such a system.

ARTICLE 2—RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees (other than Store Manager and In-Store Bakery Production Personnel), coming under the jurisdiction of the United Food and Commercial Workers Union, Local 27, in the store in the areas set forth in Schedule C, attached hereto and made a part hereof, except in those areas where other duly chartered locals exist.

2.2 All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer except such work as may be performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products, beverages and potato and corn chips directly from the delivery vehicle. Further excepting that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be limitation of three (3) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions. The Employer shall notify the Union in writing prior to the beginning of any promotional program. The application of this provision shall in no way restrict the work which may be performed by the Store Managers.

2.3 It is agreed that only meat employees covered by this Agreement shall handle meats, poultry, fish or delicatessen products, whether fresh, frozen or smoked. The Employer agrees that all such products will be cut, packaged, prepared and sold by employees under the jurisdiction of this Union and that these employees will continue to handle such items as had been customarily handled in the past and which had been prepared and packed on or off the premises. Likewise all such products which heretofore customarily come to the Employer already packed by the producer or distributor shall be handled as heretofore.

The Employer further agrees that all fresh meat products will be cut, packaged, prepared and sold by the Meat Department employees in the stores covered by this Agreement.

Exceptions may be made provided the Union is notified in advance and given written assurance that no member's job will be eliminated as a result of such exception. The Union agrees it will not withhold its agreement.

For the purpose of this paragraph, "notified" shall mean a letter for each individual introduction of a class of product (e.g., boneless sub primal cuts of meat, deveined liver, rolled veal, etc.).

The Union reiterates, therefore, its intention with respect to the "products clause," as follows: the Company may introduce new methods and new products (i.e., make exceptions) provided it does the following:

1. Union must be notified in advance.
2. Company will list all new products or new methods in a letter of notification.
3. Company will give written assurance that no member's job will be eliminated.

If 1, 2, and 3 above are complied with, the Union will not withhold its agreement. As always, the Union reserves the right to discuss with

the Company any new method or product for the purpose of making such new introduction more readily and smoothly acceptable to the customers and to the members.

2.4 The Employer further agrees that if the Employer should establish a new store or stores within the jurisdiction of the Union as set forth in Schedule C, this Agreement shall apply to such new store or stores. In the event the Employer engages in department or discount type stores, then the Employer and the Union shall negotiate as to the terms for wages and hours for such employees.

In the event an Employer in the future engages in a department or discount type store, commonly known as a general merchandise store, and an agreement between the Union and the Employer cannot be concluded, then the provisions of Article 23, No Strikes or Lockouts, shall not be binding upon the Union and the Employer.

2.5 Any and all types of Retail Food Markets of the Employer shall be covered by the terms and conditions of this Agreement.

The Employer shall notify the Union thirty (30) days prior to a store closing. The Employer shall negotiate the effect on employees of the store scheduled to be closed.

ARTICLE 3—UNION SECURITY

3.1 All employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31st) day following the date of employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

3.2 Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph 3.1 above, the Union shall notify the Employer in writing, of such failure and the Employer shall, within seven (7) days of receipt of such notice, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

3.3 The application of Paragraph 3.1 above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3.4 The Employer will notify the Union in writing as soon as possible within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name of such employee, the home address, place of employment, social security number and job classification (full time or part time), and the date of employment, reinstatement, transfer, termination, or change in status from part time to full time or full time to part time.

3.5 The Employer shall pay said person so employed during the thirty (30) day period said person is not a member of the Union, at the regular Union wage provided for in this Agreement for the class of work said person is doing and shall in all other aspects require said person to work under and live up to all provisions as set forth in this Agreement.

ARTICLE 4—SENIORITY

4.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment (except otherwise provided). Seniority list for all full time Grocery Department employees and a separate list for all part time Grocery Department employees, also a seniority list for all full time Meat Department employees and a separate list for all part time Meat Department employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Schedules D and E attached hereto and made a part hereof. In connection with layoffs and store closings, seniority will first apply to store, then geographic area and last the jurisdiction of this Agreement. (Schedule D applies to layoffs, store closings and promotions only and Schedule E applies to transfers only).

4.2 The Employer recognizes the principle of seniority by classification as being one in which the movement of an employee from one job to another or from one location to another through promotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, and in connection with such movement the Employer may take into consideration as to each employee involved his ability to perform the work.

In matters of temporary transfer from one store to another, seniority will prevail with consideration given to job classification.

4.3 In connection with layoffs and store closings, seniority by classification will apply first to store, then seniority area, and last, employer-wide within the geographical jurisdiction of this Agreement.

4.4 Full time employees to be laid off shall have the option of part time employment, and shall be placed at the top of the part time seniority list, or may take a complete layoff. They shall have the right of recall on any full time opening, provided they can do the work. Full time employees reduced from full time to part time through no fault of their own will retain full time Health and Welfare, and Pension coverage for a period of twelve (12) months. The Employer will continue the full time Health and Welfare, and Pension contribution for said period of time.

When a full time employee is involuntarily reduced to part time, he shall continue to accrue seniority as though he were still full time. When a full time employee voluntarily reduces himself in writing, his part time seniority is dated from the original date of hire.

4.5 Seniority by classification and the employee's ability to perform the work shall be given consideration in regards to promotions within the bargaining unit. If the employee fails to qualify within a reasonable time for the upgraded positions, he shall be afforded the opportunity to return to his former classification without loss of seniority. The Employer will notify the Union of all promotions to Department Head classification.

4.6 Part time employees desiring full time work and lower classified employees (excluding Courtesy Clerks) desiring to upgrade in classification shall be given preference for such work in accordance with the following procedure.

Employees desiring such work shall notify the Employer in writing, with a copy to the Union, during the periods March 1st to March 21st and September 1st to September 21st each year. Such letters shall remain valid for eighteen (18) months.

The first consideration for any such vacancies shall be given to employees with a current request in order of the employees seniority with ability to do the work to be considered.

Only requests for permanent classification change shall be valid and failure to be available thereafter for such work for a period of twenty-six (26) weeks after obtaining such status, except for reasons beyond the employee's control, shall be barred from future requests for a period of twelve (12) months.

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When a full time opening occurs within the appropriate Supervisor's territory, and a part time employee who is at the top of the list refuses the full time opening, that employee will then go to the bottom of the list for future full time openings. However, if a full time opening occurs outside the appropriate Supervisor's territory, the part time employee at the top of the list may refuse the opening and still remain at the top of the list for future full time openings.

Part time employees who are promoted to full time will receive credit for time worked on the basis of one (1) full time week credit for every two (2) weeks of part time service and the employees full time seniority date will be adjusted accordingly.

The Employer and the Union agree to exchange a list of part time employees requesting full time jobs during the months of January and July of each year. The list will contain the employee's name, social security number, store number, and date the letter was received by their respective office.

4.7 Grocery employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reversed order of the layoff, with due consideration given job classification. Employees laid off and subsequently recalled within twelve (12) months will retain former seniority. Employer agrees to go beyond the seniority areas in the case of full time layoffs in distressed areas. However, the Employer will decide what store to transfer the employee to. There shall be no bumping by seniority.

Meat employees laid off due to store closings or reduction in employment shall be laid off as follows:

A. *The least senior full time employee in the job classification being reduced shall be laid off from his store. The full time employee so laid off shall have the right to displace the least senior full time employee of the same job classification within the territory in the seniority area. If there is no junior full time employee of the same job classification within the territory in the seniority area, any full time employee so laid off shall then have the right to displace the least senior full time employee of the same job classification within the appropriate seniority area, provided they can perform the available work.*

B. *If there is no junior full time employee in either case above, the employee laid off shall then have the right to displace a part time employee, provided the full time employee can perform the available work.*

C. *In recalling employees laid off and in placing employees who were reduced to part time back on full time, the ordinary rules of seniority shall prevail except as otherwise provided in this Agreement. In recalls from layoff, the Employer shall notify the employee by certified mail.*

D. *For the purpose of layoff and recall, Delicatessen Clerks, Weighers and Wrappers, Meat Apprentices and Seafood Clerks shall be considered in the same job classification and seniority group.*

E. *First Cutters and Journeyman Meat Cutters shall be considered in the same job classification and seniority group for layoff and recall purposes.*

F. *Department heads with less than six (6) months as a department head will be considered in the same job classification as other employees in their classification for the purpose of layoff and recall.*

G. *Before a Journeyman Meat Cutter can be reduced to part time or laid off within the seniority area, all apprentices must be laid off within the seniority area. Where the application of this provision creates a hardship or operational problem, the Union and the Employer agree to discuss and resolve the problem.*

4.8 The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months service and three (3) days notice or three (3) days pay to part time employees with twelve (12) months service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resignation. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

4.9 Any employee transferred into the Grocery or Meat Department bargaining unit from any other part of the Company shall retain his original employment date for the purpose of computing benefits, but his seniority date shall be established as the date he commenced working in the Bargaining Unit.

4.10 The Union shall be notified of all full time openings.

4.11 Employees involuntarily transferred from one seniority area to another as a result of store closing or layoffs, will be afforded the opportunity to return to their original seniority area before a permanent employee of the same job classification is hired in said seniority area. Said transfer opportunity shall exist for a period of twelve (12) months.

4.12 *In the Meat Department no full time employee shall be involuntarily reduced to part time unless and until at least two (2) part time employees are laid off. In recalling, the Employer will reinstate one (1) full time employee for each two (2) part time employees who are recalled from layoff. If the application of this provision is not practical and consistent with the needs of the business and the remainder of the Agreement then the Employer and the Union will meet to resolve the problem or waive this provision.*

ARTICLE 5—HOURS AND OVERTIME

5.1 A. The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

B. The Employer may institute a four (4) day work week consisting of ten (10) hours per day. Such scheduling will not be instituted until notification and agreement with the Union.

5.2 For the purpose of this Agreement the basic work week shall be from Monday through Saturday, inclusive.

5.3 Sunday work shall be isolated and shall not be part of the basic work week.

5.4 All time worked by an employee in excess of eight (8) hours in any one (1) day, five (5) days in one (1) week, or forty (40) hours in any work week, or in excess of thirty-two (32) hours in any week in which one of the specified holidays fall, shall be deemed overtime. Such overtime work shall be paid for at the rate of time and one-half (1½) the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday premium pay as provided in Paragraph 5.3 of this Article shall not be included in computing weekly overtime.

Part time employees who are scheduled for five (5) days in one (1) week, and who are called into work on their scheduled day off shall receive time and one-half (1½) for all hours worked on said scheduled day off, provided said employee remains available to work the remainder of his schedule for that week.

5.5 The regular day's work for all full time employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half (½) hour meal period when he works within eight and one-half (8½) consecutive hours, provided it is mutually agreed upon. The meal period shall not begin before three (3) hours of work, nor later than five (5) hours of work. Part time employees who work six (6) hours or more in a work day shall be granted a meal period without pay of at least one-half (½) hour, if requested by the employee.

5.6 Any employees instructed to work and who work their meal period shall receive pay for that period of time at the overtime rate of time and one-half (1½) their regular rate of pay.

5.7 The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

5.8 There shall be no split shifts.

5.9 Full time employees shall be paid at the overtime rate for all hours worked after 6:00 p.m. except three (3) nights per week, except for those employees on the night crew.

Full time employees shall have preference over part time employees where practical in scheduling work past 6:00 p.m. The scheduling of full time employees for nights (including Saturday night) past 6:00 p.m. shall be assigned on a rotating basis, as nearly equal as practicable. There shall be no discrimination against full time employees in scheduling such work.

5.10 Any time worked after 1:00 a.m. or before 4:00 a.m., shall be paid at time and one-half (1½) of the employee's regular rate of pay, except for those employees on the night shift.

5.11 Work performed on Sunday will be compensated at time and one-half (1½) the employee's rate of straight time pay.

5.12 Overtime shall be worked at the designation of the Employer. The overtime pay shall be computed on a daily or weekly basis, but not for both. On days where overtime is worked, it shall be offered to employees on a seniority basis with due consideration being given to job classification and ability to do the work from among the work force available at the store.

When overtime is required in the Meat Department it shall be assigned by seniority within the classification required on rotating basis, among the work force available within the store.

5.13 On days where overtime is worked, if the second meal period is taken, it shall consist of one-half (½) hour's duration only. The taking of the second meal period will be only by mutual consent of the employee and Employer.

5.14 Part time employees who report to work pursuant to instructions and are not given work shall be paid for their scheduled hours, but in no event for less than four (4) hours except for those stores closing at 6:00 p.m. No part time employee shall be employed for less than four (4) hours in any one (1) day.

5.15 All full time employees reporting for work at their scheduled time shall be guaranteed a full day's work of eight (8) hours with pay. In the event such employee is called to work on his predesignated day off, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate of time and one-half (1½).

5.16 The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part time employment per individual within the definition of part time employment, and further to create as many full time positions as possible.

For Meat Department employees that are to be reduced from full time to part time, the Employer shall, where practicable, by combining existing part time assignments within the areas described in Schedule D provide regular full time employment.

5.17 The Employer agrees to post a weekly work schedule, in ink, with employees' names listed in order of seniority, in a conspicuous place by noon on Saturday of the week preceding the week for which the schedule is effective of working hours specifying the starting and finishing times and regular days off. The schedule shall contain the employee's full name and shall have the scheduled hours of each employee totalled at end of column. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employees scheduled shift on Friday of the week preceding the week for which the schedule is effective. The schedule for all full time employees showing the starting and finishing time and regular days off shall not be altered after it is posted, except by mutual agreement. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed. Each full time employee shall regularly receive the same day off each week. A schedule for holiday weeks must be posted one (1) week in advance, thereafter the regular schedule shall apply pertaining to days off.

Meat Department employees required to work on their pre-designated day off without receiving seven (7) days notice or who work outside their regularly scheduled hours shall be paid at the rate of one and one-half (1½) times his regular rate except by mutual agreement or in the absence of the Head Meat Cutter, First Cutter or Relief Head Meat Cutter in stores where there is no First Cutter, when their scheduled day off may be changed without the required notice.

The schedule for a part time employee may be changed by notification to the employee prior to store closing the previous day.

A part time schedule shall be complete and reflect the anticipated basic needs of the store's requirement for that week.

5.18 Employees working six (6) hours or more in a day shall receive two (2) rest periods of fifteen (15) minutes each, one (1) rest period to be in the first half of the day, the second rest period to be in the second half of the work day as near as possible to the middle of each shift. Employees working less than six (6) hours in a day shall receive one (1) fifteen (15) minute rest period. The Employer will not intentionally prepare a schedule to avoid the requirement of a second rest period.

5.19 Employees who sustain an occupational injury requiring treatment by a doctor or hospital shall suffer no loss in pay for the day the injury occurs provided the employee returns to work unless otherwise instructed in writing by the attending doctor.

5.20 A part time employee is one who works twenty-nine (29) hours or less per week, except during the period of May 15th to September 30th, when a part time grocery employee may work up to thirty-five (35) hours per week at the part time rate of pay.

When a part time grocery employee exceeds the hours as specified in 5.20 above, he shall be paid at the appropriate full time hourly rate of pay for all hours worked that week.

Time and one-half (1½) the straight time rate of pay will be paid to part time meat employees for those hours worked in excess of twenty-nine (29) hours or for time worked in excess of thirty-five (35) hours per week during the period of May 15th through September 30th.

5.21 All eligible part time grocery employees shall be scheduled a minimum of sixteen (16) hours work per week, provided that they are available to work said hours on a regular and continuing basis. The sixteen (16) hour minimum (or the twenty (20) hour minimum in the Meat Department) does not apply to probationary employees, students, part time employees holding another job, courtesy clerks, service clerks or employees not available.

Part time work hours in the Meat Department beyond the twenty (20) hour minimum available within each store shall be allotted to senior part time employees within the provisions of Paragraph 5.20.

ARTICLE 6—WAGES AND EMPLOYEE CLASSIFICATION

6.1 Wage scales are set forth in Schedule A attached hereto and made a part thereof.

6.2 It is understood that all newly hired employees shall be on probation for the first sixty (60) days of employment and may be discharged by the Employer, giving Union no cause for dismissal within this period.

6.3 When a higher classified grocery employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of this higher classification.

6.4 Department Heads may be assigned in stores where designated by the Employer, and where assigned, they will be paid the prevailing rates as listed in Schedules A and B of the respective Employer.

6.5 The Relief Store Manager shall receive his appropriate hourly rate plus overtime, or the Store Manager's rate of pay, whichever is the greater, when relieving for one (1) full week or more (Monday through Saturday).

6.6 The First Cutter shall relieve the Head Meat Cutter whenever the Head Meat Cutter is away from the store during his scheduled hours and shall be compensated at the Head Meat Cutter's rate beginning with the second day of relief.

6.7 In stores where there is no First Cutter classification in accordance with the formula that there must be three (3) Journeyman Meat Cutters including the Meat Manager, the employee who relieves the Meat Manager shall be compensated at the Meat Manager rate beginning with the first day of relief.

6.8 In the event the First Cutter is away, then any Meat Cutter who relieves the First Cutter for one (1) week or more shall be compensated at the First Cutter rate and shall relieve the Meat Manager as provided for in Paragraph 6.7 of this section. Substitute employees relieving other Employer-designated Department Managers shall receive the contract rate of pay of the Department Manager beginning with the first day of relief, excluding the regular day off.

6.9 The Delicatessen Department at all times will come under the jurisdiction of the Meat Department Head. In Delicatessen departments where the ordering, inventory, supervision of the department and the direction of the work force are not performed by a higher rated employee, either on a full time basis or a part time basis, the Employer will appoint a Delicatessen Department Head to perform these functions. It is further understood that Delicatessen Department employees may be utilized in other operations of the meat and seafood department, at the discretion of the Meat Department Head, provided such utilization is not in violation of other provisions of the Agreement. If an employee in a lower classification assumes the duties of a Delicatessen Department Head for one (1) week or more said employee shall receive the Department Head rate for that period.

6.10 A Weigher and Wrapper is one who weighs, prices and wraps meat cut by Journeyman or Apprentice. He displays and places said meat in self-service cases or storage.

A Weigher and Wrapper may use the small meat grinder for specials only. Dicing or other tenderizing machines are only to be used by a Weigher and Wrapper for specials and never for processing meats for display. He will not be requested or required to use a slicing machine for cutting cheese or luncheon meats, nor will he be requested or required to use a knife for cutting the above items which cannot be cut by machine, except when he is assigned to the Delicatessen Department. He is not to cut beef, pork, veal, lamb, poultry, or fish with a knife or automatic device nor assume any of the work normally performed by Journeyman Meat Cutter and Apprentices.

He may, however, perform general housecleaning chores, clean up cases, work tables, equipment, etc., as directed.

6.11 Apprentice Training Program

Employees of the Employer entering the Apprentice Program shall suffer no reduction in their hourly rate of pay.

The Apprentice Program shall be two (2) years as provided in the wage rate Schedule A. Apprentices are employees whose duty shall be to cut meat at least twenty-five percent (25%) of the time, among other duties in servicing the Meat Departments. The apprentices shall be examined by a representative of the Employer and a representative of the Union on or before his twenty-third (23rd) month. Should he fail to qualify at this step, he shall continue at the same rate of pay and be given another examination at the end of six (6) months from the first examination date, etc.

Employees entering the Apprentice Program shall suffer no reduction in pay.

6.12 The duties of the porter shall be limited to the general cleaning up of the store and carrying out of customers' packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.

ARTICLE 7 - COURTESY CLERKS

7.1 Courtesy Clerks shall be guaranteed ten (10) hours work per week at no less than three (3) hours work per shift. Their duties shall be limited to bagging, parcel pick up, cleaning up around the checkout stand and parcel pick up area, replenish bag racks, racking empty bottles and reshop unsold items.

7.2 Eligible Courtesy Clerks will receive vacations as provided in Article 10 and three (3) hours pay for the legal holidays provided in Article 11.

7.3 Work performed on Sundays and holidays will be compensated for at a premium of Twenty-Five Cents (\$.25) per hour.

7.4 The Employer will not be obligated to make Health and Welfare, Pension, Severance, and Legal contributions on behalf of Courtesy Clerks.

ARTICLE 8 - NIGHT CREW GROCERY DEPARTMENT EMPLOYEES

8.1 A night crew employee is one who is scheduled for work on a night crew two (2) or more nights in any one (1) week. No employee shall be required to work a day and night shift in the same work week.

8.2 Any employee working on the night crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

Any time worked by a member of the night crew prior to 9:00 p.m. or after 10:00 a.m. shall be paid at time and one-half (1 1/2) of the employee's regular rate of pay which shall be in addition to his night premium.

8.3 Each employee working on the night shift will receive an additional Thirty-Five Cents (\$.35) per hour, which shall be over and above the regular rate of pay for the same or similar day job.

8.4 One person other than the Assistant Manager or Department Head, shall be designated as the employee in charge of the night crew. This employee shall not be replaced by any employee in a higher wage classification.

8.5 The employee in charge of night crew will receive in addition to his night premium, an additional Fifteen Dollars (\$15.00) per week.

A night crew captain in charge in a store which is open for business on a 24 hour basis shall receive an additional Ten Dollars (\$10.00) per week night premium (in addition to the Fifteen Dollars (\$15.00) per week night captain premium).

8.6 A night crew may work four (4) ten (10) hour shifts at straight time by mutual agreement.

8.7 Part time grocery employees may be assigned on a night shift, provided however, they must be assigned for a full shift of not less than eight (8) hours.

8.8 The meal period for night crew workers shall be one-half (1/2) hour and the eight (8) hour shift shall be worked in a period of eight and one-half (8 1/2) consecutive hours.

8.9 Any regular member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

8.10 Employees who want on or off the night crew shall bid as follows:

A request must be in writing to the Employer and will be placed on the list referred to in Article 4.6, as day openings occur. The most senior employee on the combined list shall be assigned to the job provided the employee is available to work such hours on a regular and continuing basis.

8.11 Meat Department employees who want on or off the night crew shall bid in writing to the Personnel Office on a seniority basis in a seniority area.

All Meat Department employees employed on the night shift shall receive a night shift differential of Thirty-Five Cents (\$.35) per hour over and above the basic wage rate. The night shift shall be scheduled between the hours of 9:00 p.m. and 10:00 a.m.

ARTICLE 9—WORKING CONDITIONS

9.1 The Employer will furnish and launder such store linens as it desires worn by its employees. In the event the Employer provides dacron or similar type uniforms for employees, these garments may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, business-like appearance while on duty in the store.

9.2 Employer has the right to discharge or discipline any employee for good cause, including but not limited to, proven or acknowledged dishonesty, intoxication during working hours, provided however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

9.3 In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time. Notices and warnings shall become null and void after nine (9) months from date of issue.

9.4 No employee shall suffer a reduction of hourly wage rates, increase of hours, or reduced vacation time solely by the signing of this Agreement.

9.5 If a physical examination or health permit is required by the Employer or local government, all expenses attached to same shall be borne by the Employer.

9.6 The Employer agrees, in the event of a temporary transfer at the Employer's request, to reimburse the employee for increased transportation costs on the basis of Eighteen Cents (\$.18) per mile, except, however, when an employee chooses public transportation, excluding taxicabs, he shall be reimbursed only for the actual cost of such increased transportation. Temporary assignments will not exceed thirty (30) days except in cases of relief of an employee absent on extended sick leave.

9.7 Employees shall be at their stores ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time. Employees shall be paid for all time worked. There shall be a time clock in each of the Employer's stores for the purpose of recording time worked. The Employer and the Union agree that a proven violation of establishing time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty on the Employer's premises at a given work place shall be considered hours worked and recorded on the time cards.

9.8 A Meat Department employee shall be on duty at all times the store is open for business, except that a department need not be manned during meal periods where there is only one (1) employee in the bargaining unit on duty that day.

9.9 Employees shall have a minimum of ten (10) hours off between the end of their schedule and the starting of their next schedule, except by mutual agreement between the employee and Employer. Any employee who works during this ten (10) hour period shall be paid for such time at the rate of time and one-half (1 1/2) their straight time rate of pay.

9.10 The Employer will furnish all tools necessary to perform the job and will provide a First Aid Kit in each department.

9.11 Notice concerning Union business will be posted in designated location in the stores after approval by management.

9.12 A full time employee who receives a pay rate which is higher than the pay rate provided in Schedule A for his classification, who is promoted to a department head and subsequently demoted to his former classification, shall receive the same pay rate differential which he previously received.

9.13 No employee shall be given a polygraph (lie detector) test, unless the Union agrees in writing.

9.14 Time spent at legal proceedings at the request of the Employer or Employer's counsel shall be compensated at straight time rates. Such compensation shall also be paid for time spent at the request of any law enforcement agency, involving investigation or legal proceeding for the benefit of the Employer, provided that employee has given the store manager prompt notice of the request. Such hours shall not be considered as time worked for the computation of daily or weekly overtime, unless it is a part of the regular scheduled work week.

9.15 Meat Department employees shall not be required to use their personal cars for hauling of merchandise.

9.16 The Employer will discuss, investigate and correct any problems of jackets or gloves in connection with frozen food lockers and dairy.

ARTICLE 10—VACATIONS

10.1 Full time employees with one (1) or more years of continuous full time service shall be granted vacations as follows:

ANNUAL VACATION	PRO-RATA VACATIONS ON TERMINATION
One (1) week uninterrupted after one (1) year	1/12 week for each additional month
Two (2) weeks uninterrupted after three (3) years	2/12 week for each additional month
Three (3) weeks after seven (7) years	3/12 week for each additional month
Four (4) weeks after thirteen (13) years	4/12 week for each additional month
Five (5) weeks after twenty (20) years	5/12 week for each additional month

10.2 In the event the services of any employee is terminated for any reason whatsoever, voluntarily or involuntarily, except for dishonesty, before the vacation earned has been taken, there shall be paid to such employee, salary covering the period of vacation to which he is entitled upon the termination of such service.

10.3 Employees who for good and sufficient reason desire to take their three, four or five weeks uninterrupted vacation must request same in writing thirty (30) days prior to the date the vacation is to be taken. Such requests are subject to approval by both the Employer and the Union. The employee may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval.

10.4 Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than sixteen (16) weeks during his anniversary year shall receive his full vacation allowance but if absent for reasons other than illness or for illness for more than sixteen (16) weeks, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year.

10.5 When a holiday designated in Article 11.1 occurs during the full time employee's vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

10.6 Seniority of employees shall be the governing factor in the selection of vacation dates. The vacation schedule of any employee cannot be changed, except by mutual agreement, when it is less than sixty (60) days to the date the employee has selected. The vacation schedule shall be available on request by an employee.

10.7 Vacation pay is to be paid to the employee prior to the day the vacation begins. If the employee's vacation pay is not available when he is scheduled to leave, he will be paid from store funds.

10.8 Part time employees shall be entitled to a vacation on or after each anniversary date of their employment pro-rated on the basis of the average straight time hours worked during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

10.9 When a holiday, designated in Article 11.1 occurs during a part time employee's vacation, and the part time employee would ordinarily have been scheduled for work on that day, he shall be paid as provided in Article 11.4.

10.10 Employee may start his vacation on any day which is mutually agreed upon by the Employer and the employee.

10.11 A part time employee going to full time shall not suffer a reduction in the number of hours vacation he would have received as a part time employee for the first vacation of such change.

10.12 *Any Meat Department employee who works during the ensuing year on a permanent and definite overtime schedule (i.e., every week basis) shall receive, during his vacation period, the wage regularly received by him during the year.*

ARTICLE 11—HOLIDAYS AND SUNDAYS

11.1 The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated for at the rate of time and one-half (1½) the employee's regular straight time rate of pay, which shall be over and above the holiday pay as provided.

11.2 It is further agreed that the work week during which a holiday occurs, in accordance with this Agreement, shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employee shall be paid forty (40) hours' pay if they qualify under Article 11.8. All time worked over thirty-two (32) hours (*twenty-nine [29] hours in the case of a part time meat employee*) during said holiday week shall be compensated for at the overtime rate of time and one-half (1½).

All employees may work forty (40) hours at straight time in addition to their holiday pay, provided it is mutually agreed upon between Employer and employee. Part time employees may work five (5) days in a holiday week by mutual agreement.

11.3 All part time employees, upon completion of six (6) months but less than one (1) year of continuous service with the Employer, shall be entitled to holiday pay as set forth in this paragraph when said holidays fall on their scheduled work day, based on the number of hours regularly worked by such employee on that day.

11.4 All part time employees with one (1) or more years of continuous service shall be entitled to holiday pay based on the number of hours regularly worked by the employee on that day if the holiday falls on a regularly scheduled work day; or holiday pay of four (4) hours at straight time if the holiday falls on a non-scheduled day.

11.5 A. Employees shall receive one (1) personal day off with pay for each six (6) months of service up to a maximum of two (2) days per year.

B. Personal days may be used for the purpose of mini-vacations. Employees shall be entitled to such days at a time of their choice subject to store seniority preferential in the event of conflict of employee choice.

C. Employee shall notify the store manager at least two (2) weeks in advance of his intention to take a personal day off and the employee shall receive such day off or a mutually agreed upon day off. In the event of a conflict of employee choice, seniority shall prevail.

D. An employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when such employee is duly discharged for dishonesty, shall on separation, be paid for unused personal days on a pro-rata basis.

E. Employees may use personal days for absence due to illness not otherwise compensated for under this Agreement.

F. Such holidays shall be paid on the basis of five (5) hours pay for part time and eight (8) hours pay for full time.

11.6 Work schedules shall not be changed for the purpose of avoiding holiday pay.

11.7 No employee shall receive pay for any holidays not worked unless such employee has reported for work on his regular work day next preceding and next following said holiday. Employee shall be deemed to have reported for work if absence on the day before or the day after said holiday is due to express permission from or action of the Employer, or death in the immediate family and also in case of certified illness, but in any event, employees off one (1) full week before a holiday and one (1) full week after a holiday would not be entitled to holiday pay, unless otherwise provided for in this Agreement. Provided, however, that in all events the employee must work at least one (1) day during the week in which the holiday falls in order to qualify for holiday pay.

11.8 Hours and/or days which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

11.9 In the Grocery Department Sunday and holiday work shall be assigned on a rotation basis by seniority within classification and ability to do the work considered. In the event the Employer cannot schedule the necessary number of employees on a voluntary basis, then the employees in reverse order of seniority shall be obligated to work.

Sunday and holiday rotation shall be done from separate lists.

11.10 *In the Meat Department Sunday and/or holiday work in each store shall be rotated among qualified employees within the classification required by the Employer to perform the work. The work heretofore performed by part time employees shall be first offered to full time employees. The work so offered shall not be deemed to fall within the daily hourly guarantee of this contract. If full time employees refuse the work it may then be offered to part time employees. If scheduled employees refuse such work then the least senior employee within the classification will be required to do the work.*

11.11 Full time employees with less than sixty (60) days service shall not be entitled to holiday pay. Thereafter, full time employees shall be entitled to holiday pay based on an eight (8) hour day.

ARTICLE 12 - LEAVE OF ABSENCE

Subject to the following conditions, employees shall be granted leave of absence which shall not interrupt their service records, providing such request is made by the employee, in writing, to the Personnel Department seven (7) days prior to commencing such leave.

12.1 Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness, accident or pregnancy, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the expiration of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period. The employee must give two (2) weeks notice in writing prior to the date he intends to return to work.

12.2 An employee with six (6) months service shall, in the case of a death in the immediate family of the employee, namely, of a parent, spouse, child, brother, sister, parent-in-law, or grandparent, requiring the employee's absence from his regularly scheduled assignments, be granted a leave of absence up to three (3) days. Neither Sunday nor the scheduled day off of a full time employee shall be counted. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's weekly salary.

12.3 The Employer agrees that any member of the Union, employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence and shall, at the end of his term in the first instance or at the end of his mission in the second instance, be guaranteed reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence, provided that he applies for reemployment forthwith upon leaving the Union.

An employee covered by this Agreement who is promoted to a management position shall be granted a leave of absence from the bargaining unit. Such leave shall be granted for up to one (1) year and may be renewed annually by agreement between the Employer and the Union.

12.4 Approved leaves of absence for reasons other than those listed above shall not interrupt an employee's service record.

12.5 Any employee may be given a leave of absence not to exceed one (1) year for any reason acceptable to the Employer. This decision shall not be arbitrable.

ARTICLE 13 - JURY DUTY

13.1 Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session. The schedule of a part time employee shall not be altered solely for the purpose of avoiding jury duty pay.

13.2 An employee serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.

13.3 When a night crew employee is called to serve on jury duty he shall be excused from his schedule without loss of weekly earnings.

13.4 This is limited to thirty (30) working days per calendar year unless the employee is serving on a Federal Grand Jury.

ARTICLE 14—STORE CARD OR DECAL

The Union agrees to furnish to the Employer Union Store Cards and/or Decals for each of the Employer's stores. Such cards or decals shall remain the property of the United Food and Commercial Workers International Union and shall be surrendered to the Union upon demand. The Employer shall display such Union cards or decals in a conspicuous area accessible to the public in each establishment covered by this Agreement.

ARTICLE 15—SHOP STEWARDS

15.1 The Union shall have the right to appoint one (1) Shop Steward in the Grocery Department and one (1) Shop Steward in the Meat Department in each store, whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Stewards be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. Shop Stewards shall report all irregularities to the Store Manager prior to reporting same to the Union.

15.2 Shop Stewards may not be transferred from store or job assignment without written consent of the Union, except in cases of promotion. The Shop Stewards shall have superseniority on his seniority list for layoff in their store within classification. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing Union activities.

15.3 Shop Stewards shall be entitled to a leave of one (1) day each calendar year with pay for Shop Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Store Manager with written evidence from the Union that the steward has used the leave for the purpose for which the leave was intended.

For purposes of the above, one Shop Steward per Meat Department and one Shop Steward per Grocery Department will be eligible for pay on said leave.

15.4 *The Meat Department Shop Steward shall at all times be a full time employee and shall be the last to be laid off from his store by job classification.*

ARTICLE 16—HEALTH AND WELFARE

16.1 The Employer shall continue to contribute to the FELRA and United Food and Commercial Workers Union Health and Welfare

Fund, the sum of Sixty-Three Dollars (\$63.00) per month for all employees on the Employer's payroll during the first full payroll period of each month. The contribution by the Employer will commence with the first (1st) full payroll month following the completion of three (3) months of continuous employment with the Employer.

Effective November 1, 1983 the Employer shall contribute to the FELRA and UFCW Health and Welfare Fund the sum of Fifty-Two Dollars and Forty-One Cents (\$52.41) per month for each employee.

Such contributions shall be for employees on the Employer's payroll on the first (1st) day of each month.

Thereafter the Employer shall make monthly contributions in amounts determined by the Board of Trustees of the above Fund so as to maintain current and existing benefits (as amended in the negotiations of October 1983) and further to provide a three (3) month financial reserve.

16.2 Any change in contribution shall be preceded by a thirty (30) day written notice from the Board of Trustees to the Employer.

16.3 The contributions provided for in this Agreement shall be in lieu of any obligation on the part of the Employer to provide any Health and Welfare benefits other than those provided by the Trust Agreement and Plan governing the Fund.

16.4 The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

16.5 It is agreed that all questions involving Health and Welfare not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

16.6 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

ARTICLE 17—PENSION

17.1 The Employer shall continue to contribute to the FELRA and UFCW Pension Fund the sum of Fifteen Cents (\$.15) per hour for all straight time hours worked for each Grocery Department employee. The Employer shall make such contributions for each Meat Department employee hired on or after October 9, 1983. Contributions shall be made for each new employee beginning with the first full month following the completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment.

17.2 The Pension Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

17.3 It is understood and agreed that the Pension Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

17.4 It is agreed that the Pension Fund shall provide that it be mandatory that each employee covered by this Agreement shall retire no later than the first (1st) day of the month following his seventieth (70th) birthday.

17.5 It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

17.6 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

17.7 The Pension contribution for non-food clerks, sales clerks and service clerks hired after October 16, 1983, is subject to the provisions of Schedule F attached hereto.

ARTICLE 18—SEVERANCE

18.1 The Employer shall continue to contribute to the UFCW and FELRA Severance Fund a total of Ten Cents (\$.10) per hour for all straight time hours worked for each employee. The hourly contribution by the Employer for new employees will commence with the first full payroll month following the completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment.

18.2 The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

18.3 It is understood and agreed that the Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

18.4 It is agreed that all questions involving severance not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

18.5 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

ARTICLE 19—PRE-PAID LEGAL

19.1 The Employer shall continue to contribute to the United Food and Commercial Workers Union and FELRA Legal Benefit Trust Fund (hereinafter referred to as the "Fund") a total of Seven Dollars (\$7.00) for each employee who is on the Employer's payroll on the first (1st) day of each month. The monthly contribution by the Employer for new employees will commence with the first full payroll month following the completion of six (6) months of continuous employment with the Employer.

19.2 Effective January 1, 1984, the Employer shall increase such contributions to Nine Dollars (\$9.00) per month for each such employee.

Effective January 1, 1985, the Employer shall increase such contributions to Ten Dollars (\$10.00) per month for each such employee.

Effective January 1, 1986, the Employer shall increase such contributions to Eleven Dollars (\$11.00) per month for each such employee.

19.3 The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

19.4 It is understood and agreed that the Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

19.5 It is agreed that all questions involving legal benefits not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

19.6 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event, the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

ARTICLE 20—CHECKOFF

20.1 The Employer shall check off the initiation fees and dues from all employees who authorize, in writing, such deductions and shall

remit amounts so deducted within thirty (30) days after their collection to the Financial Secretary or designated officer of the Union. Dues will be checked off weekly and remitted monthly.

20.2 The Employer agrees to deduct Ten Cents (\$.10) per week and remit monthly to the Local Union's Active Ballot Club from employees who are union members and who have signed deduction authorization cards.

20.3 The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues and Active Ballot Club contributions made pursuant to the provisions of this Agreement.

ARTICLE 21—ARBITRATION AND ADJUSTMENT

21.1 Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute, or disagreement, but the difference shall be adjusted in the following manner.

21.2 Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussion in an attempt to reach a settlement of the controversy.

21.3 If the matter is not amicably settled under 21.2 above, then either party may, on giving five (5) days notice to the other party:

(1) Submit the matter to the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators and the parties shall select therefrom one (1) arbitrator as follows: Each of the parties shall strike one (1) name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

(2) The arbitrator shall not have the authority to decide questions involving the jurisdiction of any local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.

(3) In the event that one party should fail to make their selection of arbitrators within two (2) weeks after receipt of notification by the other party that their choices have been submitted, then the first choice of the selecting party shall be binding on the non-selecting party.

(4) In the further event, should one party fail to participate in the scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties.

21.4 The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

21.5 All complaints must be filed, in writing, within thirty (30) days after occurrence of the matter in dispute of disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

21.6 During the consideration of such difference or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

21.7 Since it is the desire of the parties to expedite the handling of all grievances, they therefore agree that the time limits prescribed must be followed, unless agreed to by the Union and the Employer. The party failing to move forward as required shall be deemed to have withdrawn the grievance. All notices required herein shall be in writing.

21.8 An alleged violation of Title 7, of the 1964 Civil Rights Act, may be processed through the grievance procedure.

ARTICLE 22—MILITARY SERVICE

22.1 The Employer will comply with the applicable laws of the United States concerning the reemployment of persons returning from military service. At the time the employee leaves for military service, he shall receive whatever vacation pay is due him. The application of this provision will comply with the Military Selective Service Act of 1967 as amended.

22.2 Employees, full time or part time, who serve in the National Guard or military reserve units, which require annual training, shall be granted the necessary leave either without pay or, at the employee's option, eligible vacation time, to fulfill the annual training requirements of the unit in which they serve. Such employees shall furnish a copy of their orders and two (2) weeks prior notice to the Employer.

ARTICLE 23—NO STRIKES OR LOCKOUTS

It is mutually agreed by the parties of this Agreement that there shall be no strikes or stoppages of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and that any difference of opinion or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties cannot amicably adjust the difference, then the matter shall be referred to a Board of Arbitration as provided in Article 21. Nothing contained herein, however, shall compel any employee to walk through a legal picket line, provided such picket line has the sanction of his own International Union.

ARTICLE 24—INVALIDATION

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decisions of the court shall apply only to the specific article, section, or portion thereof directly specified in the decisions, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 25—UNION ACTIVITIES

25.1 Representatives of the Union shall have free access to the Employer's stores for the purpose of determining that the terms of this Agreement are being complied with including but not limited to inspecting work schedules, investigating the standing of employees and inspecting the pay records, which shall be available for a reasonable length of time.

The Employer shall not be held liable for any injuries to Union Representative while on the premises.

ARTICLE 26—SAFETY AND HEALTH

The Employer and Union jointly agree to cooperate in continuing a safety program for the purpose of awareness and training of all newly hired employees. Such a program will also include but not be limited to the distribution of educational materials and job awareness of its employees. A more formal training program of presentation will be discussed in greater detail within a one (1) year period.

The Employer agrees to provide available statistical information pertaining to occupational injuries and illnesses upon request.

The Employer agrees to provide whatever personal protective equipment is required at no cost to the employee.

The Employer agrees to work jointly with the Union in resolving unsafe conditions or equipment within the employee's work area.

Shop Stewards shall be permitted to accompany the government inspector at no loss of pay.

ARTICLE 27—RETROACTIVITY

It is agreed that the wages established in this Agreement shall be retroactive to and including September 11, 1983.

ARTICLE 28—DURATION OF AGREEMENT

This Agreement shall be effective commencing September 11, 1983, and shall remain in force until and including September 13, 1986, and from year to year thereafter, with the right of either party to reopen upon written notice, not less than sixty (60) days prior to September 13, 1986, or the 13th day of September of any subsequent year thereafter of a desire either to change or terminate this Agreement. In the event either party serves notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that, pending the results of such renegotiations, neither party shall change the conditions existing at the time under the contract.

If during the period of negotiations, the Union decides to terminate this Agreement, it agrees, however, that it will not strike or cause stoppage of work by the employees, unless notice of strike action is given at least two (2) days prior to the date of the strike, which shall be set forth in the notice. If the strike does not take place upon the date set forth in the notice, said notice shall be null and void and a new notice required before strike action can be taken.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed this _____ day of _____, _____.

FOR THE EMPLOYER:

THE GREAT ATLANTIC AND PACIFIC
TEA COMPANY, INC.

FOR THE UNION:

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 27

APPENDIX I

With the exception of the items listed below, the text of the contract will apply to those employees hired prior to October 16, 1983:

5.9 Full time employees hired prior to November 30, 1970 or those part time advanced to full time prior to such date shall be paid at the overtime rate for all hours worked after 6:00 p.m. except two (2) nights per week.

7.2 Courtesy clerks will be paid four (4) hours for legal holidays provided for in Article 11, including Easter Monday.

8.3 Employees working on the night crew will receive an additional Seventy-Five Cents (\$.75) per hour which shall be over and above the regular rate of pay.

8.11 Meat Department employees employed on the night shift shall receive a night shift differential of Seventy-Five Cents (\$.75) per hour over and above the basic wage rate.

11.1 Employees shall receive Easter Monday in addition to those holidays listed in Article 11.1.

11.6 A Employees on the payroll as of January 1, 1978 shall receive five (5) personal days off with pay.

Employees hired after January 1, 1978 shall receive one (1) personal day off with pay for each ten (10) weeks of service up to a maximum of five (5) days per year.

16.1 The following Health and Welfare contribution rates shall be effective November 1, 1983 for classifications of employees as described:

Classification

Full time Grocery employees hired before June 20, 1982 and full time Meat employees hired before October 16, 1983.	\$328.16
Part time Grocery employees hired before June 20, 1982 and part time Meat employees hired before October 16, 1983.	\$180.41
Full time Non-Food hired between August 27, 1977 and October 16, 1983.	\$ 86.67
Part time Non-Food hired between August 27, 1977 and October 16, 1983.	\$ 43.04
Utility Clerks hired prior to October 16, 1983.	\$ 28.34

Company to maintain current level of benefits for the duration of this Agreement.

17.1 The following Pension contribution rates shall be effective for classifications of employees as described:

Classification	Effective 1/1/84	Effective 1/1/85	Effective 1/1/86
Full time Grocery employees hired before June 20, 1982 and full time Meat employees hired before October 16, 1983.	\$163.50	\$165.88	\$168.38
Part time Grocery employees hired before June 20, 1982, part time Meat employees hired before October 16, 1983.	\$ 59.90	\$ 61.09	\$ 62.34
Full time Non-Food hired before March 1, 1964.	\$163.50	\$165.88	\$168.38
Full time Non-Food hired between March 1, 1964 and August 28, 1977.	\$ 81.76	No Change	
Part time Non-Food hired before August 28, 1977.	\$ 59.90	\$ 61.09	\$ 62.34
Full time and part time Non-Food hired between August 28, 1977 and October 16, 1983.	15¢/Hour	No Change	

18.1 The following Severance contribution rates shall be continued for classifications of employees as described:

Classification

Full time and part time Grocery employees hired before June 20, 1982, full time and part time Non-Food employees hired before June 20, 1982, full time and part time Meat employees hired before October 16, 1983 and part time Meat employees hired before June 20, 1982.	35¢/hr.
Part time Meat employees hired between June 20, 1982 and October 16, 1983.	25¢/hr.

SCHEDULE A

EMPLOYEES HIRED PRIOR TO JUNE 20, 1982

	9/11/83	6/3/84	9/9/84	3/3/85	9/8/85	3/2/86
A. Across the Board Increase to Top of Scale and Roll Back						
	\$.40	\$.41	\$.50	\$.41	\$.50	\$.41
Assistant Manager	\$10.69	\$11.10	\$11.60	\$12.01	\$12.51	\$12.92
Produce Manager	10.52	10.93	11.43	11.84	12.34	12.75
Roll Back and Across the Board Increase						
Head Cashier and Coffee Dairy Head						
1st 6 months	\$6.25	28/6.53	\$6.53	28/6.81	\$6.81	29/7.10
2nd 6 months	8.08	36/8.44	8.44	37/8.81	8.81	37/9.18
3rd 6 months	8.32	38/8.70	8.70	38/9.08	9.08	38/9.46
4th 6 months	8.54	38/8.92	8.92	39/9.31	9.31	39/9.70
Thereafter	9.52	41/9.93	10.43	41/10.84	11.34	41/11.75
B. Across the Board Increase to Top of Scale, and Roll Back						
	9/11/83	6/3/84	9/9/84	3/3/85	9/8/85	3/2/86
Full Time Clerks	\$.30	\$.41	\$.40	\$.41	\$.40	\$.41
1st 6 months	5.81	26/6.07	6.07	26/6.33	6.33	27/6.60
2nd 6 months	7.71	31/8.02	8.02	31/8.33	8.33	32/8.65
3rd 6 months	7.82	35/8.17	8.17	36/8.53	8.53	36/8.89
4th 6 months	8.04	36/8.40	8.40	37/8.77	8.77	37/9.14
Thereafter	8.76	41/9.17	9.57	41/9.98	10.38	41/10.79
Part Time Clerks	\$.30	\$.41	\$.40	\$.41	\$.40	\$.41
1st 6 months	5.02	22/5.24	5.24	23/5.47	5.47	23/5.70
2nd 6 months	6.76	30/7.06	7.06	31/7.37	7.37	31/7.68
3rd 6 months	7.20	32/7.52	7.52	33/7.85	7.85	33/8.18
4th 6 months	7.65	34/7.99	7.99	35/8.34	8.34	35/8.69
Thereafter	8.76	41/9.17	9.57	41/9.98	10.38	41/10.79
Full Time Porters	\$.30	\$.41	\$.40	\$.41	\$.40	\$.41
1st 6 months	4.62	21/4.83	4.83	21/5.04	5.04	21/5.25
2nd 6 months	6.77	30/7.07	7.07	31/7.38	7.38	31/7.69
Thereafter	7.24	31/7.55	7.95	32/8.27	8.67	32/8.99
Part Time Porters	\$.30	\$.41	\$.40	\$.41	\$.40	\$.41
1st 6 months	4.31	19/4.50	4.50	20/4.70	4.70	20/4.90
2nd 6 months	6.27	28/6.55	6.55	29/6.84	6.84	29/7.13
Thereafter	7.24	31/7.55	7.95	32/8.27	8.67	32/8.99
Bakery Manager	\$7.52	32/7.84	\$8.24	33/8.57	\$8.97	33/9.30
Across the Board Increase to Top of Scale, and Roll Back						
Part Time Bakery	\$.30	\$.41	\$.40	\$.41	\$.40	\$.41
1st 6 months	4.58	20/4.78	4.78	21/4.99	4.99	21/5.20
2nd 6 months	6.60	30/6.90	6.90	30/7.20	7.20	30/7.50
Thereafter	7.18	31/7.49	7.89	31/8.20	8.60	32/8.92

Across the Board Increase to Top of Scale, and Roll Back

<i>Non Food Clerks</i>	\$.30	\$.41	\$.40	\$.41	\$.40	\$.41
Start	4.18	19/4.37	4.37	19/4.56	4.56	19/4.75
After 6 months	4.52	21/4.73	4.73	21/4.94	4.94	21/5.15
After 12 months	4.66	21/4.87	4.87	21/5.08	5.08	22/5.30
After 18 months	5.05	21/5.26	5.66	22/5.88	6.28	22/6.50

Across the Board Increase to Top of Scale, and Roll Back

<i>Courtesy Clerks</i>	\$.20		\$.25		\$.25	
Start	3.48	15/3.63	3.63	16/3.79	3.79	16/3.95
After 6 months	3.70	16/3.86	3.86	17/4.03	4.03	17/4.20
After 12 months	3.78	17/3.95	3.95	17/4.12	4.12	18/4.30
After 18 months	4.20	18/4.38	4.63	18/4.81	5.06	19/5.25

1. "Red Circle" employees in all classifications shall maintain the existing differential over the new scales.
2. In each of the Employer's stores in which there is a Bakery Department there shall be one (1) clerk designated as Bakery Department Manager.
3. The above scale for non-food clerks and courtesy clerks applies to employees hired in said classification prior to June 20, 1982.
4. The rates listed above will only apply to employees who have received the cost of living adjustment (COLA).

EMPLOYEES HIRED AFTER JUNE 20, 1982

<i>CLASSIFICATION</i>	<i>9/11/83</i>	<i>Weekly</i>	<i>9/9/84</i>	<i>Weekly</i>	<i>9/8/85</i>	<i>Weekly</i>
<i>Assistant Manager</i>	\$10.30	\$432.00	\$11.30	\$452.00	\$11.80	\$472.00
<i>Produce Manager</i>	10.05	422.00	11.05	442.00	11.55	462.00
<i>Head Cashier and Dairy Manager</i>	9.60	384.00	10.60	424.00	11.10	444.00
<i>A. Increase To Top of Scale</i>	\$.30		\$.40		\$.40	
<i>Full Time Clerks</i>						
1st 6 months	\$5.00	\$200.00	\$5.00	\$200.00	\$5.00	\$200.00
2nd 6 months	6.50	260.00	6.50	260.00	6.50	260.00
3rd 6 months	7.50	300.00	7.50	300.00	7.50	300.00
4th 6 months	7.75	310.00	7.75	310.00	7.75	310.00
Thereafter	8.55	342.00	8.95	358.00	9.35	374.00
<i>Part Time Clerks</i>						
1st 6 months	\$5.00		\$5.00		\$5.00	
2nd 6 months	6.50		6.50		6.50	
3rd 6 months	7.50		7.50		7.50	
4th 6 months	7.75		7.75		7.75	
Thereafter	8.55		8.95		9.35	
<i>Full Time Porters</i>						
1st 6 months	\$4.25	\$170.00	\$4.25	\$170.00	\$4.25	\$170.00
2nd 6 months	5.50	220.00	5.50	220.00	5.50	220.00
3rd 6 months	6.00	240.00	6.00	240.00	6.00	240.00
Thereafter	6.80	272.00	7.20	288.00	7.60	304.00
<i>Part Time Porters</i>						
1st 6 months	\$4.25		\$4.25		\$4.25	
2nd 6 months	5.50		5.50		5.50	
3rd 6 months	6.00		6.00		6.00	
Thereafter	6.80		7.20		7.60	
<i>Bakery Manager</i>	\$7.50	\$300.00	\$7.90	\$316.00	\$8.30	\$332.00
<i>Full Time Bakery Clerk</i>						
1st 6 months	\$4.50	\$180.00	\$4.50	\$180.00	\$4.50	\$180.00
2nd 6 months	5.75	230.00	5.75	230.00	5.75	230.00
3rd 6 months	6.25	250.00	6.25	250.00	6.25	250.00
Thereafter	7.05	282.00	7.45	298.00	7.85	314.00
<i>Part Time Bakery Clerk</i>						
1st 6 months	\$4.50		\$4.50		\$4.50	
2nd 6 months	5.75		5.75		5.75	
3rd 6 months	6.25		6.25		6.25	
Thereafter	7.05		7.45		7.85	
<i>B. Scales Apply to Employees Hired After October 8, 1983</i>						
<i>Non-Food Clerk, Service Clerk</i>						
<i>Full Time</i>						
After 60 days	\$3.70	\$148.00	\$3.70	\$148.00	\$4.00	\$160.00
After 9 months	3.95	158.00	4.15	166.00	4.40	176.00
After 15 months	4.05	162.00	4.45	178.00	4.85	194.00
After 21 months	4.30	172.00	4.70	188.00	5.10	204.00
<i>Part Time</i>						
After 60 days	\$3.70		\$3.70		\$4.00	
After 9 months	3.95		4.15		4.40	
After 15 months	4.05		4.45		4.85	
After 21 months	4.30		4.70		5.10	
<i>Courtesy Clerk</i>						
After 60 days	\$3.50		\$3.50		\$3.50	
After 8 months	3.60		3.60		3.60	
After 14 months	3.70		3.70		3.70	
After 26 months	3.80		3.80		3.80	
After 34 months	3.90		3.90		3.90	

SCHEDULE B

**MEAT DEPARTMENT
EMPLOYEES HIRED PRIOR TO JUNE 20, 1982**

	<i>9/11/83</i>	<i>6/3/84</i>	<i>9/9/84</i>	<i>3/3/85</i>	<i>9/8/85</i>	<i>3/2/86</i>
<i>Across the Board Increase and Roll Back</i>	\$.40	\$.41	\$.50	\$.41	\$.50	\$.41
<i>A. Meat Manager</i>	\$11.34	\$11.75	\$12.25	\$12.66	\$13.16	\$13.57
<i>First Cutter</i>	10.54	10.95	11.45	11.86	12.36	12.77
<i>Journeyman FT</i>	10.30	10.71	11.21	11.62	12.21	12.53
<i>Journeyman PT</i>	10.30	10.71	11.21	11.62	12.21	12.53
<i>Delicatessen Mgr.</i>	10.30	10.71	11.21	11.62	12.21	12.53
<i>B. Increase to Top of Scale and Roll Back</i>	\$.30		\$.40		\$.40	
<i>Full Time Apprentice</i>						
1st 6 months	\$5.37	24/5.61	\$5.61	24/5.85	\$5.85	25/6.10
2nd 6 months	6.75	30/7.05	7.05	31/7.36	7.36	31/7.67
3rd 6 months	7.02	32/7.34	7.34	32/7.66	7.66	32/7.98
4th 6 months	7.67	33/8.00	8.40	34/8.74	9.14	34/9.48
<i>Seafood Manager</i>	\$8.80	\$352.00	\$9.20	\$368.00	\$9.60	\$384.00
<i>Deli Clerks, Weigher and Wrappers</i>						
1st year	\$5.37	24/5.61	\$5.61	24/5.85	\$5.85	25/6.10
2nd year	7.37	33/7.70	7.70	33/8.03	8.03	34/8.37
Thereafter	8.76	41/9.17	9.57	41/9.98	10.38	41/10.79
<i>Part Time Apprentice</i>						
1st year	\$5.32	24/5.56	\$5.56	24/5.80	\$5.80	24/6.04
2nd year	6.99	31/7.30	7.30	32/7.62	7.62	32/7.94
Thereafter	7.63	33/7.96	8.36	33/8.69	9.09	34/9.43
<i>Part Time Deli Clerks, and Weigher and Wrappers</i>						
1st year	\$5.32	24/5.56	\$5.56	24/5.80	\$5.80	24/6.04
2nd year	7.30	33/7.63	7.63	33/7.97	7.96	34/8.30
Thereafter	8.76	41/9.17	9.57	41/9.98	10.38	41/10.79

1. The rates listed above will only apply to employees who have received the cost of living adjustment (COLA).

EMPLOYEES HIRED AFTER JUNE 21, 1982

MEAT DEPARTMENT

CLASSIFICATION	9/11/83		9/9/84		9/8/85	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
<i>Meat Manager</i>	\$11.05	\$452.00	\$11.80	\$472.00	\$12.30	\$492.00
<i>Delicatessen Manager</i>	10.20	422.00	11.05	442.00	11.55	462.00
<i>First Cutter</i>	10.20	422.00	11.05	442.00	11.55	462.00
<i>Full Time Journeyman Meat Cutter</i>	10.05	412.00	10.80	422.00	11.30	442.00
<i>Part Time Journeyman Meat Cutter</i>	10.05		10.80		11.30	
<i>A. Increase to Top of Scale</i>	\$.30		\$.40		\$.40	
<i>Full Time Apprentice Meat Cutter</i>						
1st 6 months	\$5.00	\$200.00	\$5.00	\$200.00	\$5.00	\$200.00
2nd 6 months	6.50	260.00	6.50	260.00	6.50	260.00
3rd 6 months	7.50	300.00	7.50	300.00	7.50	300.00
4th 6 months	8.05	322.00	8.45	338.00	8.85	354.00
<i>Part Time Apprentice Meat Cutter</i>						
1st 6 months	\$5.00		\$5.00		\$5.00	
2nd 6 months	6.50		6.50		6.50	
3rd 6 months	7.50		7.50		7.50	
4th 6 months	8.05		8.45		8.85	
<i>Seafood Manager</i>	\$8.80	\$352.00	\$9.20	\$368.00	\$9.60	\$384.00
<i>Full Time Deli and Seafood Clerks, Weigher and Wrappers</i>						
1st 6 months	\$5.00	\$200.00	\$5.00	\$200.00	\$5.00	\$200.00
2nd 6 months	6.50	260.00	6.50	260.00	6.50	260.00
3rd 6 months	7.50	300.00	7.50	300.00	7.50	300.00
4th 6 months	7.75	310.00	7.75	310.00	7.75	310.00
Thereafter	8.55	342.00	8.95	358.00	9.35	374.00
<i>Part Time Deli and Seafood Clerks, Weigher and Wrappers</i>						
1st 6 months	\$5.00		\$5.00		\$5.00	
2nd 6 months	6.50		6.50		6.50	
3rd 6 months	7.50		7.50		7.50	
4th 6 months	7.75		7.75		7.75	
Thereafter	8.55		8.95		9.35	

SCHEDULE C

THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INC.

BALTIMORE DIVISION

TERRITORY COVERED BY THIS AGREEMENT

State of Maryland: Counties of: Washington (east of Cumberland Canal), Frederick, Carroll, Baltimore, Harford, Cecil, Howard, Anne Arundel (south of South River from Chesapeake Bay to U.S. Highway 50), Kent, Queen Anne, Talbot, Caroline, Dorchester, Wicomico, Somerset, Worcester

State of Delaware: Counties of: Newcastle, Kent, Sussex

State of Virginia: County of: Accomack

SCHEDULE D

THE GREAT ATLANTIC AND PACIFIC TEA COMPANY SENIORITY AREA

LAYOFFS, STORE CLOSINGS, PROMOTIONS

Area 1—802, 806, 810, 814, 823, 829, 834, 856, 873, 879, 886, 890, 891, 913

Area 2—809, 815, 818, 822, 827, 828, 830, 838, 840, 843, 845, 865, 866, 868, 878, 880

Area 3—850, 854, 858, 859, 867, 869, 871, 872, 874, 882, 883, 888, 889, 892

1. Least senior employee in Area No. 1 may displace least senior employee in Area No. 2
2. Least senior employee in Area No. 2 may displace least senior employee in Area No. 1.
3. Least senior employee in Area No. 3 and least senior employee resulting from action in steps No. 1 or No. 2 above may elect to displace least senior employee in the bargaining unit or may elect the option of a complete layoff as per Article No. 4, Seniority of this Agreement.

SCHEDULE E

THE GREAT ATLANTIC AND PACIFIC TEA COMPANY SENIORITY AREA

TRANSFERS

Area A—
Territory 1—802, 806, 810, 814, 856

Territory 2—823, 886, 890, 913

Area B—
Territory 3—815, 827, 838

Territory 4—822, 830, 868, 878, 880

Area C—
Territory 5—809, 818, 828, 866

Territory 6—840, 843, 845, 865

Area D—
Territory 7—829, 834, 873, 879, 885, 891

Area E—
Territory 8—850, 854, 867, 869, 872

Area F—
Territory 9—858, 859, 888

Area G—
Territory 10—871, 874, 882, 883, 889, 892

SCHEDULE F

NON-FOOD CLERK

All terms and conditions of the basic contract will apply except as follows:

1. Employees desiring transfer to a food classification shall be given preference for such work in accordance with the following procedure:

Employees desiring food classification work shall upon completion of two (2) years of service, notify the Employer in writing, with a copy to the Union, during the periods March 1st to March 21st and September 1st to September 21st each year. Such letters shall remain valid for a period of twelve (12) months.

When openings occur, seniority and ability to perform the new job shall be the determining factors for the transfer. Should the employee fail to satisfactorily perform within the first sixty (60) days of the transfer, he shall be afforded the opportunity to return to a similar non-food classification without loss of seniority.

The Employer agrees that said non-food employees will be transferred to food positions before considering new hires.

Provisions of basic contract apply where not referred to above and where applicable.

2. The Employer shall contribute to the United Food and Commercial Workers Union and Participating Employers Pension Fund a total of Eight Cents (\$.08) per hour for all straight time hours worked for each such employee. The hourly contribution by the Employer for new employees will commence upon completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment.

SCHEDULE G

SERVICE CLERK

All terms and conditions of the basic contract will apply except as follows:

1. Work shall include job duties of a "non-conventional" nature.
2. Such employee will be guaranteed a minimum of ten (10) hours per week with a minimum of three (3) hours work per shift.
3. Such employee shall receive three (3) hours of pay for the holidays listed in Article 11.
4. The Employer shall contribute to the United Food and Commercial Workers Union and Participating Employers Pension Fund a total of Eight Cents (\$.08) per hour for all straight time hours worked for each such employee. The hourly contribution by the Employer for new employees will commence upon completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment.
5. Such employees shall have the opportunity for upgrading in classification as outlined in Schedule F, paragraph 1.
6. The Employer shall not be obligated to make contributions to the Severance Fund on behalf of such employees.



006726

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/84

FEBRUARY 24, 1984

JUN 26 1984

Vice President
Retail Clerks International
Association
305 West Monument Street
Baltimore, Md. 21201

Address
change
to R

PREVIOUS AGREEMENT EXPIRED
SEPTEMBER 10, 1983

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s).

692 MARYLAND
+122 New York 27

Great A&P Tea Co Md Del & Va LU 692

WITH RETAIL CLERKS
MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1,700
2. Number and location of establishments covered by agreement 45 stores
3. Product, service, or type of business Food Stores
4. If your agreement has been extended, indicate new expiration date _____

C. William King
Your Name and Position

301-837-8500

Area Code/Telephone Number

6419 York Road
Address

Baltimore, Maryland 21212

City/State/ZIP Code